

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Barbour Griffith & Rogers, LLC 1275 Pennsylvania Avenue, NW - 10th FL Washington, DC 20004	2. Registration No. 5430
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3. Name of foreign principal Republic of India	4. Principal address of foreign principal Embassy of the Republic of India 2107 Massachusetts Avenue, NW Washington, DC 20008
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5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
Federal Government, Republic of India
- b) Name and title of official with whom registrant deals.
The Honorable Ronen Sen, Ambassador of India to the United States

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
N/A
- b) Name and title of official with whom registrant deals.
N/A
- c) Principal aim.
N/A

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A

09/08/2005

Name and Title

Ed Rogers
Chairman

Signature

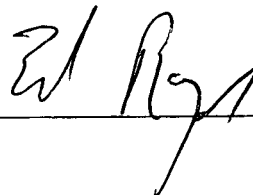


Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Barbour Griffith & Rogers, LLC	2. Registration No. 5430
3. Name of Foreign Principal Republic of India	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The nature and method of performance of the contract between the Registrant and the Principal will include facilitating communications with Executive Branch and Legislative Branch officials and advising the Principal with regard to the formulation of U.S. foreign policy. Furthermore, Registrant will work with Principal to enhance relationships with State governments on issues involving economic cooperation.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. Developing, refining and expanding relationships between Indian officials and the U.S. foreign policy-making apparatus in the Executive and Legislative Branches of the U.S. Government.

2. Enhancing or establishing dialogues between Indian officials and State government leaders with regard to economic cooperation and the emergence of India as a world power.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Facilitating communications between Principal officials and policy-makers in the Executive and Legislative Branches.

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Date of Exhibit B	Name and Title	Signature
09/08/2005	ED ROGERS CHAIRMAN	Ed Rogers

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

BARBOUR GRIFFITH & ROGERS, LLC

August 29, 2005

The Honorable Ronen Sen
Ambassador of India to the United States
2107 Massachusetts Avenue, NW
Washington, DC 20008

Dear Mr. Ambassador,

We are delighted that the Republic of India has agreed to retain Barbour Griffith & Rogers, LLC (BGR). Pursuant to our earlier discussion, please accept this letter of agreement to work on your behalf.

Scope of Work: Our representation will encompass providing: strategic counsel; and tactical planning on foreign policy matters before the U.S. Government and select state governments.

Fees & Term: In consideration for the services provided by BGR, the Republic of India agrees to pay BGR an annual fee of US\$700,000.00 for services between September 1, 2005, and August 31, 2006.

Invoicing: BGR will invoice the Republic of India US\$58,333.00 for fees in advance of the coming month on the first day of each month, starting September 1, 2005.

Regardless of the ultimate duration of the Agreement, all invoices generated from the terms and between the two parties to this agreement are payable in-full and promptly upon receipt and shall be paid directly to BGR.

Termination & Cancellation: Either BGR or the Republic of India will be able to terminate the agreement for any reason upon ninety (90) days written notice, with no further obligation, other than to pay such fees that have accrued up to and through the 90-day notice period.

Confidentiality: BGR recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish kept confidential. BGR agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of a contract or afterwards, to the extent permitted by law.

Entire Understanding: This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this agreement may be accomplished with a written instrument signed by both parties.

TENTH FLOOR
1275 PENNSYLVANIA AVENUE NW
WASHINGTON, DC 20004
TEL (202)333.4936 • FAX (202)833.9392
WWW.BGRDC.COM

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BARBOUR GRIFFITH & ROGERS, LLC


Please sign both copies of this agreement and return one to us. We are looking forward to a long and productive relationship with the Republic of India and we are eager to start working on your behalf.

Barbour Griffith & Rogers, LLC


Ed Rogers
Chairman

Date: Aug 3, 2005

The Republic of India


The Hon. Ronen Sen
Ambassador of India to the United
States

Date: Aug 31, 2005

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